



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## AGREEMENT

Dispute Codes          MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants for the return of double their security deposit and a Monetary Order to recover the filing fee.

The tenants served the landlords by registered mail on September 23, 2009 with a copy of the Application and Notice of Hearing. I find that the landlords were properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me.

### Issues to be Decided

- Did the tenants provide the landlord with their forwarding address in writing?
- Are the tenants entitled to the return of double their security deposit?
- Are the tenants entitled to recover their filing fee of \$50.00 from the landlord?

### Background and Evidence

This tenancy started on June 01, 2009. This was a fixed term tenancy for three months which was due to end on August 30, 2009. The tenants paid a monthly rent of \$875.00 and paid a security deposit of \$500.00 on May 29, 2009.

The tenants claim they sent the landlord a text message informing him of their forwarding address. The landlord returned \$200.00 of their \$500.00 security deposit and withheld the rest. The tenants testify that the landlord gave them a letter stating that there were missing items from the rental unit and some damages had been caused during the tenancy. The tenants do not dispute that there was some damage caused to the dry wall and state that they have no



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knowledge of the missing items. The tenants also agree that they did have numerous guests and visitors staying at the property but did not charge them rent.

The landlords testify that the tenants rented a fully furnished three bedroom property and their tenancy agreement stated that the tenancy was for two people only. The tenants had many guests and visitors and the landlords were told by one of these guests that they sublet from the tenants and paid rent to them for the unit. The landlord's received warning letters from the strata council detailing the By-law infractions caused by the tenants. The landlords agree that the tenants did clean the property properly at the end of the tenancy but they have found damages and missing items since the tenants left the property.

During the course of the hearing I assisted the parties to reach an agreement that the landlord could retain \$300.00 of the tenant's security deposit towards the damages and missing items from the rental unit in full and final settlement of the landlords claim that the tenants caused damage or loss to the landlord's property. The landlords have already returned the balance of the tenant's security deposit of \$200.00 to them on September 16, 2009.

## Conclusion

An agreement has been reached between the parties that the landlords may retain the remainder of the tenant's security deposit of \$300.00 in full and final settlement of any future claims against the tenants.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 22, 2009.

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Dispute Resolution Officer